

STATE OF LOUISIANA
DEPARTMENT OF WILDLIFE AND FISHERIES

REQUEST FOR PROPOSALS
FOR
TECHNICAL REPRESENTATION AT THE NATIONAL AND
INTERNATIONAL LEVEL REGARDING ALLIGATOR AND CROCODILE
MANAGEMENT, REGULATION, ENFORCEMENT AND TRADE
INCLUDING PREPARATION OF THE INTERNATIONAL ALLIGATOR AND
CROCODILE TRADE STUDY

MARCH 26, 2010



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1.0 INTRODUCTION

1.1 Overview

The Louisiana Department of Wildlife & Fisheries (LDWF) and the Louisiana Alligator Advisory Council (AAC) are soliciting proposals to provide for consulting services related to technical representation associated with worldwide alligator and crocodile management, regulation and trade for a three year period.

1.2 Background

The LDWF manages the American alligator as a commercial, renewable natural resource. LDWF's sustained use program is one of the world's most recognizable examples of a wildlife conservation success story. Louisiana's program has been used as a model for managing various crocodilian species throughout the world. Since the inception of the Department's program in 1972, over 800,000 wild alligators have been harvested, over 6.5 million alligator eggs have been collected, and over 3.5 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$700,000,000, providing significant, direct economic benefit to Louisiana.

Export of alligator skins and products out of the United States is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). This treaty, which became effective in 1975, regulates the international trade in protected species; its aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival. The U.S. Fish and Wildlife Service (USFWS) administers CITES requirements and controls for the United States. The species covered by CITES are listed on one of three Appendices, according to the degree of protection needed by each species. Currently, the alligator is listed on Appendix II of CITES, because of their similarity of appearance to other crocodilians that are truly endangered or threatened.

In order to maintain Louisiana's position as a world leader in alligator and crocodile management, it is critically important that we be kept abreast of all national and international issues related to alligator and crocodile management as well as all amendments and proposals to CITES that affect our ability to manage the alligator in Louisiana and to compete in the world market as alligator farmers, dealers and hunters strive to sell alligator skins, meat and other products. In 2008 the sale of wild and farm-raised alligators (skins and meat) in Louisiana exceeded \$70 million.

The overall objective of this project is to provide critical information and expert advice to the LDWF and to the AAC relative to national and international issues that

may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications, written progress reports, and oral updates at AAC meetings and providing recommendations in order for LDWF and AAC to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

1.3 Definitions

- A. Shall- the term "shall" denotes mandatory requirements per R.S. 39:1556(21).
- B. Must, Will- the terms "must" and "will" denote mandatory requirements.
- C. May, Can- the terms "may" and "can" denote an advisory or permissible action.
- D. Should- the term "should" denotes desirable.
- E. Contractor- any person having a contract with a governmental body.
- F. State- the State of Louisiana or LDWF.
- G. Discussions- for the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals to this RFP.
- H. LDWF- Louisiana Department of Wildlife and Fisheries
- I. AAC- Alligator Advisory Council
- J. CITES- Convention on International Trade in Endangered Species of Wild Fauna and Flora
- K. USFWS- U.S. Fish and Wildlife Service
- L. WCMC- World Conservation Monitoring Centre
- M. IUCN- International Union of Conservation of Nature
- N. CSG- Crocodile Specialist Group
- O. AFWA- Association of Fish and Wildlife Agencies
- P. CoP- Conference of the Parties

2.0 CONTRACT ADMINISTRATION

2.1 Proposer Communications

Upon release of this Request for Proposal (RFP), all Proposer communications concerning this acquisition must be directed to the Department of Wildlife and Fisheries as indicated below. Unauthorized contact regarding this RFP with other LDWF employees may result in disqualification. Any oral communications with the LDWF will be considered unofficial and not binding to the LDWF. Proposers shall rely only on written statements issued by the LDWF. All queries must be in writing and submitted to the LDWF by the date specified in the Calendar of Events (see Section 2.3).

Susan Newsom
Louisiana Department of Wildlife and Fisheries
2000 Quail Drive, Room 255 (need to add a room number so proposers know where to bring their proposals on time, if hand delivered)
Baton Rouge, LA 70808
snewsom@wlf.louisiana.gov
225-763-3970

2.2 Project Organization and Management

The LDWF shall appoint a Project Manager for the contract resulting from this RFP, who will provide oversight of the activities. Notwithstanding the contractor responsibility for total management during the performance of this contract, the assigned Project Manager shall be the principal point of contact on behalf of the LDWF, and will be the principal point of contact for the contractor concerning their performance under this contract. All contractor activities under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of the LDWF Project Manager.

This is part of the scope of services and should be moved to Attachment I

2.3 Calendar of Events

Event	Date
Issue RFP	03/26/2010
Deadline to receive inquiries	04/02/2010
Issue responses to proposal questions/inquiries	04/16/2010
RFP Proposals due (CANNOT BE FAXED OR E-MAILED)	04/26/2010
Initial RFP evaluations	05/04/2010
Final Scoring	05/04/2010
Announce successful Proposer/Begin contract negotiations	05/04/2010

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Mandatory Requirement Defined

A mandatory requirement is an essential need that must be met by the proposer. The LDWF will eliminate from the evaluation process any proposer not fulfilling all Mandatory Requirements. An “(MR)” located next to the section heading identifies mandatory requirements.

Failure to meet a mandatory requirement shall be established by any of the following conditions:

- The Proposer states that a mandatory requirement cannot be met.
- The Proposer fails to include information necessary to substantiate that a given mandatory requirement has been met. *A response of “will comply” is not sufficient.*
- A representation does not indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The Proposer fails to include information requested by a mandatory requirement. *A response of “will comply” is not sufficient.*
- The Proposer presents the information requested by this RFP in a manner inconsistent with the instructions stated by mandatory requirements of this RFP.
- The Proposer fails to include the customer references required. *A response of “will comply” is not sufficient.*

3.2 Proposer Qualifications and Requirements (MR)Are these too restrictive? Qualifications

1. Proposer must have extensive experience in dealing with **national and international** alligator and crocodile trade issues as well as a demonstrated working relationship with conservation groups such as CSG, WCMC, IUCN, CITES, etc. for a minimum of ten years.

Proposer shall specify their direct experience related to alligator and crocodile management, regulation, enforcement, and trade, such as attendance and participation at CITES Conference of the Parties and CITES Animal and Standing Committee meetings ; attendance and participation at Crocodile Specialist Group meetings and serving on Crocodile Specialist Group steering committees; specific knowledge relative to worldwide crocodilian trade.

3.3 RFP Amendments

The LDWF reserves the right to change the calendar of events or issue amendments to the RFP. **The LDWF also reserves the right to cancel or reissue the RFP.**

3.4 Proposal Certification (MR)

The Proposer must certify in writing that all proposed terms, including prices, will remain in effect for a minimum of 120 days after the Proposal Due Date, and that all proposed capabilities can be demonstrated by the Proposer. This certification will be accomplished as part of the Proposer's Transmittal Letter as described in Section 4.2.

3.5 Proposal Response Date and Location (MR)

The Proposer's proposal, in its entirety, must be received by the RFP Coordinator at the address specified in Section 2.1 not later than 3:00 P.M. local time in Baton Rouge, LA on the date specified in the Calendar of Events (Section 2.3). Proposals will be logged when they are received. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the LDWF and will not be returned.

Proposers assume the risk of the method of dispatch chosen. The LDWF assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any Proposer. Facsimile transmission or other telecommunication or electronic means shall not be used to deliver proposals.

3.6 Multiple Proposals (MR)

Multiple proposals will not be allowed. Each qualified contractor may submit one proposal.

3.7 Proposal Presentation and Format Requirements

3.7.1 General Requirements

Proposals should be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals,

brochures, handouts and other references should be bound separately. All responses, as well as any reference material presented must be in English.

3.7.2 RFP Requirements (MR)

Proposers must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

3.7.3 Figures and Tables

Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal section number and page number.

3.7.4 Material in the RFP

Proposals shall be based only on the specifications contained in this RFP. The RFP includes official responses to pre-proposal conference questions, amendments, addenda and other material published by the LDWF pursuant to the RFP.

3.7.5 Financial and Management Responses

All Financial/Cost information shall be provided in Section 2 of the proposal (See Section 4.1)

3.8 Waiver of Minor Administrative Irregularities

The LDWF reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

3.9 Proposal Rejection

The LDWF reserves the right to reject any or all proposals at any time without penalty.

3.10 Withdrawal of Proposals

Proposers may withdraw a proposal, which has been submitted, at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the LDWF. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the proposal closing date and time.

3.11 Non-endorsement

As a result of the selection of a Proposer, the LDWF is neither endorsing nor suggesting that the Proposer's product is the best or only solution. The Proposer agrees to make no reference to the LDWF in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the LDWF.

3.12 Proprietary Proposal Material (MR)

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's proposal, the LDWF will comply according to the state of Louisiana laws and regulations. The LDWF will not accept responses where pricing is marked proprietary.

3.13 Response Property of LDWF

All materials submitted in response to this request become the property of the LDWF. Selection or rejection of a response does not affect this right.

3.14 Cost of Preparing Proposals

The LDWF is not liable for any costs incurred by the Proposers in the preparation and presentation of proposals submitted in response to this RFP.

3.15 Number of Proposal Copies Required (MR)

Proposers shall submit seven (7) copies of their proposal to the Louisiana Department of Wildlife and Fisheries.

3.16 Errors in Proposal

The LDWF will not be liable for errors in proposals. The LDWF reserves the right to make corrections or amendments due to errors identified in proposals by the LDWF or the Proposer. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposals. All changes must be coordinated in writing with, authorized by, and made by LDWF. Proposers are liable for all errors or omissions contained in their proposals.

3.17 Conflict of Interest

Proposer shall refer to and comply with the Louisiana Code of Governmental Ethics, La. Revised Statutes, Title 42, Chapter 15.

4.0 INSTRUCTIONS FOR PROPOSAL PREPARATION

4.1 Proposal Submission Requirements (MR)

The format and content of the proposal is specified in this section.

Proposals must be submitted in two (2) parts within the RFP response: Section 1 – Technical Proposal; Section 2 – Cost Proposal. The outside cover of the package containing the proposal shall be marked:

***Technical Representation at the National and International Level Regarding
Alligator and Crocodile Management, Regulation, Enforcement and Trade
Including Preparation of the International Alligator and Crocodile Trade Study
Proposal***

Name of Proposer

Date

Proposers should provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Elaborate proposals are neither required nor desired. The LDWF may award a contract based on initial proposals received without discussion of any offers.

4.2 Transmittal Letter (MR)

The transmittal letter shall be on the Proposer's official business letterhead. Refer to ATTACHMENT III (Transmittal Letter Checklist) for a complete listing of the information required with the RFP. The letter shall be signed by the person with the authority to bind the firm, answer questions and provide clarification concerning its proposal.

4.3 Proposal Contents (MR)

The required contents for the technical section of the submitted proposals are described in ATTACHMENT II.

4.4 Cost Proposal (MR)

The Proposer must provide a total cost and a cost breakdown for Tasks 1 and 2 (see ATTACHMENT I, section 1.2 Project Scope). Any qualifications to cost should be taken into account in arriving at the fixed price.

4.5 Contract Award and Execution

The LDWF reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer shall specifically stipulate in the Transmittal Letter that the proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposals. **The LDWF reserves the right to contract for task one or task two or both.** It is understood that the proposal will become a part of the official file on this matter without obligation to the LDWF.

The general conditions and specifications of the RFP and the successful Proposer's response will become part of the contract.

The successful Proposer will be expected to enter into a contract with the LDWF, which is substantially the same as the sample contract included with this RFP as ATTACHMENT V. Negotiations may begin with the announcement of the successful Proposer. In no event shall a Proposer submit his own standard contract terms and conditions as a response to this RFP.

Note: The following contract terms are not negotiable.

Section/Paragraph/Title

TAXES
TERMINATION FOR CAUSE
TERMINATION FOR CONVENIENCE
NON-ASSIGNABILITY
AUDITORS
REMEDIES FOR DEFAULT
AMENDMENTS IN WRITING
NON-DISCRIMINATION
COMPLETE CONTRACT

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery of it, the LDWF may elect to cancel the award and award the contract to the next highest ranked Proposer.

5.0 EVALUATION PROCEDURES

5.1 Basis for Evaluation

The Technical sections of the proposals will be evaluated on the information submitted in the proposals for proposer's approach and methodology and corporate experience.

5.1.1 Financial Evaluation

The evaluation team will evaluate all proposal services and other costs, according to the evaluation criteria in the ATTACHMENT IV. The same criteria will be applied to all proposals.

5.1.2 Evaluation Team

An evaluation team composed of LDWF staff along with council representatives will perform the evaluation procedures.

5.2 Evaluation Process

5.2.1 Administrative Screening

The Louisiana Department of Wildlife and Fisheries will determine compliance with administrative requirements as specified in the RFP and will review all proposals. Only proposals meeting all of the administrative requirements will be further evaluated.

5.2.2 Mandatory Screening

Proposals meeting all of the administrative requirements will be reviewed on a pass-fail basis by the Evaluation Team to determine if they meet the mandatory response requirements as specified in Section 3.0 of this RFP. Proposals that are found not to be in compliance will be rejected from further consideration. If all responding Proposers fail to meet any single mandatory item, the LDWF reserves the option to cancel the procurement. Proposals meeting the mandatory requirements will progress to the next step of the evaluation.

5.2.3 Qualitative Review and Scoring

Proposals will be evaluated and scored based on responses to requirements in the RFP. The evaluators will consider how well the Proposer's solution meets the

needs of the LDWF, as described in the Proposer's response to each requirement. It is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal. Evaluations will be based solely on information provided in the responses, and from references.

5.2.4 Evaluation and Grading RFP Proposals

The submitted Proposals will be evaluated according to the structure designated in the CRITERIA FOR RFP PROPOSAL EVALUATION, ATTACHMENT IV.

Scores for each RFP proposal will be assigned independently by evaluators based upon the effectiveness and thoroughness of the submitted proposal.

5.2.5 Selection of Successful Proposer

The evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to that Proposer with the best combination of attributes based upon the evaluation criteria.

The LDWF reserves the right to contract for task one or task two or both.

When a successful Proposer is identified, contract negotiations will begin. If, for any reason, a contract is not awarded to the first successful Proposer, then the next highest ranking finalist Proposer may be considered for the contract negotiations. All Proposers will be mailed notification of the name of the successful Proposer.

6.0 PAYMENT TERMS

Each year, the Contractor will be paid 45% upon receipt of the first written progress report annually after September 1st, 45% upon receipt of a second written progress report annually after January 1st (both reports indicating meetings attended, progress made, and significance to the alligator industry) and a final payment of 10% upon receipt of a final written report due June 1, 2011 for the first year, June 1, 2012 for the second year, and June 1, 2013 for the third and final year. Annual oral reports shall be given upon request of the AAC. The funding for this contract will be from the Louisiana Alligator Resource Fund within the Alligator Advisory Council budget

ATTACHMENT I: STATEMENT OF WORK

1.0 PROJECT OBJECTIVES AND SCOPE

1.1 Project Objectives

The purpose of this project is to ensure that the LDWF and the AAC have all necessary information to make informed decisions and recommendations relative to national and international issues pertaining to alligator and crocodile management, regulation, enforcement and trade.

The overall objective for this project is to provide critical information and expert advice to the LDWF and to the AAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications and providing recommendations in order for the LDWF and the AAC to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

1.2 Project Scope

LDWF requires the following for this project:

To include:

Task 1

1. Develop international trade status reports on alligator, crocodile, and caiman (including both skins and meat)
 - Compile annual trade studies following the general format of past trade study documents; to be completed by June 1 of each year of the contract.
 - The trade study shall have a section analyzing trade statistics in relationship to American alligator markets
 -C
ompile reports in cooperation with Wildlife Conservation Monitoring Center (WCMC) in Cambridge, England; any associated cost of work done by WCMC will be responsibility of the contractor

Task 2

- 1..... Se
cure assignment to and attend necessary meetings associated with national and
international crocodilian management, regulation, enforcement and trade
including but not limited to CITES, IUCN, CSG, and FWS
- 2..... Id
entify pertinent national and international issues that may have an effect on
Louisiana's alligator management program
- 3.....
Communicate via email, phone, written or oral reports to LDWF, FAC and
AAC regarding all relevant issues regarding national and international issues
that are relevant to Louisiana's alligator program and industry
- 4..... C
oordinate with LDWF, AAC and the Association of Fish and Wildlife
Agencies' (AFWA) CITES Team to develop positions on all relevant issues
related to crocodilian management, regulation and trade that will be discussed
at CITES' Conference of the Parties (CoP) and at related Animals Committee
and Standing Committee meetings held in interim years between CITES' CoP
- 5..... C
onsult with and then represent LDWF and AAC at national and international
meetings concerning crocodilian conservation status and management
- 6..... W
ork with such groups as the CSG and IUCN to encourage economic
assessments of crocodilian trade regarding issues such as conservation value,
product certification and personal effects
- 7..... K
eep LDWF and AAC informed as to alligator and crocodile trade issues that
may arise in any state and specifically, but not limited to, any bill filed which
would amend California Penal Code 653
- 8..... K
eep LDWF and AAC abreast of CITES enforcement issues that may impact
Louisiana's alligator program and industry
- 9..... Pe
riodic reports must be submitted with each invoice, and an annual report to
summarize efforts, meetings, and outcomes and significance to the alligator
industry must be submitted by June 1 of each year of the contract.
- 10..... Pr
ogress reports for the project, signed by the contractor's Project Manager, will
be made three times per year, with more frequent reports as necessary to
maintain scheduled results.

ATTACHMENT II: CONTENT FOR RFP PROPOSAL

A. Executive Summary

The executive summary shall condense and highlight the contents of the proposal in such a way as to provide the LDWF with a broad understanding of the entire proposal.

B. Corporate Experience

The purpose of this section is to assure that the Proposer has the capacity and experience necessary to provide the services required by the LDWF. (Responses to this section should not exceed seven (7) pages)

1. **Background** – the details of the background of the individual or corporation, its size and resources shall cover:

- Complete company name
- Federal identification or social security number
- Date established
- Corporate World Wide Web address
- Ownership (public company, partnership, subsidiary, etc.)
- State in which the company is incorporated
- Narrative description of the company's organization, organization-chart, and indicate company officers where applicable
- Principal type of business
- Primary services or products offered by the corporation
- Total number of years in business
- Description of similar state agency projects completed

2. **Experience** – The Proposer shall discuss in detail their experience in working on projects similar in size and scope to this proposed contract. The experience must include projects within the last three years. The details of experience relevant to the proposed contract shall include experience in working with national and international species management groups for a minimum of ten years.

The Proposer shall also list any related major projects currently being performed, including all current contracts with the State of Louisiana. Proposer shall supply a list of at least three (3) references attesting to proposer's prior work experience to perform the work described herewith.

3. **Staff Qualifications** – Proposers should provide detailed resumes of the proposer's staff that will be assigned to this contract.
4. **Value of Background and Experience to this Project** – Based on the information provided above, Proposer will summarize the unique value that their participation adds to this project.

E. Project Management and Work Plan

The Proposer must describe the project management approach and tools to be used and submit a proposed project work plan.

1. **Proposed Work Plan** – The work plan must reflect the approach and methodology described in the Scope of Work. It should identify all major tasks, the expected deliverables, targeted milestones as well as the Proposer's availability and responsiveness to the LDWF's immediate timetable. The work plan should also reflect the Proposers strategy for involvement by the LDWF and Proposer's staff in performance of the project.
2. **Value of Work Plan to this Project** – Based on the information provided above, Proposer will summarize the unique value that the proposed project management and work plan adds to the project with regard to assuring quality project deliverables.
 - A. Cost
 - B. The Proposer shall provide a total price for Task 1 and a total price for Task 2. Prices shall be for a one year period, but shall be firm for three years. Prices shall be inclusive of travel expenses as well as any other out of pocket expenses required to perform the services in each task. Travel will not be reimbursed separately.

ATTACHMENT III: TRANSMITTAL CHECKLIST

Proposer shall attach checklist to the transmittal letter addressing the required information below. The letter shall be on the Proposer's official business letterhead and will include the following, in the order given:

- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|---|
| _____ | _____ | 1. A signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the LDWF have participated in any activities relating to the preparation of the Proposer's proposal, except as provided for in this RFP, |
| _____ | _____ | 2. An itemization of all materials and enclosures being forwarded collectively in response to this RFP, |
| _____ | _____ | 3. A reference to all RFP addenda received by the Proposer (by addenda issue date), to ensure that the Proposer is aware of all such addenda in the event there are any; if none have been received by the Proposer, a statement to that effect shall be included, |
| _____ | _____ | 4. A statement that the Proposer believes the proposed solution meets all the requirements set forth in this RFP, |
| _____ | _____ | 5. A statement which acknowledges and agrees to all of the rights of the LDWF and conditions, and all other rights and terms specified in this RFP, |

- _____ 6. The Proposer's guarantee that the proposal as submitted shall remain in full force and effect as specified in the RFP for at least 120 days after the closing date for responses or until a contract is approved, whichever comes first,
- _____ 7. The Proposer's acceptance of prime Contractor responsibilities for all project activities,
- _____ 8. The Proposer's acceptance of prime Subcontractor responsibilities for all project activities (will only apply if Subcontractors have been approved by the LDWF),
- _____ 9. A statement explaining exceptions (if any exist) taken to the requirements of this RFP,
- _____ 10. A statement which acknowledges whether proprietary data is included,
- _____ 11. A statement which contains the Proposer's contact person, mailing and email addresses, phone and fax numbers, and
- _____ 12. A statement explaining exceptions (if any exist) to provisions of the sample contract. (ATTACHMENT V).

ATTACHMENT IV: CRITERIA FOR PROPOSAL EVALUATION

<u>Criteria</u>	(A) <u>Maximum Score</u>
1) Approach and Methodology	50
<ul style="list-style-type: none">• Understanding of the nature of the project• Approach to accomplish the project• Project Planning and Implementation Methodology• References	
2) Corporate Experience	25
<ul style="list-style-type: none">• Applicable corporate experience• Staff Qualifications	
3) Cost Proposal for Task 1 and Task 2	<u>25</u>
Total Score	100

A maximum score is shown for each criterion. The proposal evaluators will assign a score between zero and the maximum score.

The cost formula is:

Score for each cost proposal will be determined by dividing the lowest proposed total three-year cost by the cost of the proposal and multiplying by 25.

(Note to WLF: If you will be awarding only Task 1 or only Task 2, then you'll have to evaluate the cost for that task only, and assign cost points accordingly.)

ATTACHMENT V: LDWF SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

“PROVIDE FOR TECHNICAL REPRESENTATION AT THE NATIONAL AND INTERNATIONAL LEVEL REGARDING ALLIGATOR AND CROCODILE MANAGEMENT REGULATION AND TRADE INCLUDING PREPARATION OF THE INTERNATIONAL ALLIGATOR AND CROCODILE TRADE STUDY”

Be it known, that on this (Date) day of (month), 20 (year), the Louisiana Department of Wildlife and Fisheries (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including Zipcode) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Purpose

The purpose of this project is to ensure that the LDWF and the AAC have all necessary information to make informed decisions and recommendations relative to national and international issues pertaining to alligator and crocodile management, regulation and trade.

The overall objective for this project is to provide critical information and expert advice to the LDWF and to the AAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications and providing recommendations in order for the LDWF and the AAC to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

Scope of Service

LDWF requires the following for this project:

To include:

Task 1

1. Develop international trade status reports on alligator, crocodile, and caiman (including both skins and meat)
 - Compile annual trade studies following the general format of past trade study documents; to be completed by June 1, 2011, 2012 and 2013.
 - The trade study shall have a section analyzing trade statistics in relationship to American alligator markets
 - C
ompile reports in cooperation with Wildlife Conservation Monitoring Center (WCMC) in Cambridge, England; any associated cost of work done by WCMC will be responsibility of the contractor

Task 2

1. Secure assignment to and attend necessary meetings associated with national and international crocodilian management, regulation, enforcement and trade including but not limited to CITES, IUCN, CSG, and FWS
2. Identify pertinent national and international issues that may have an effect on Louisiana's alligator management program
3. Communicate via email, phone, written or oral reports to LDWF, FAC and AAC regarding all relevant issues regarding national and international issues that are relevant to Louisiana's alligator program and industry
4. Coordinate with LDWF, AAC and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Animals Committee and Standing Committee meetings held in interim years between CITES' CoP
5. Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management
6. Work with such groups as the CSG and IUCN to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects

7. Keep LDWF and AAC informed as to alligator and crocodile trade issues that may arise in any state and specifically, but not limited to, any bill filed which would amend California Penal Code 653

8. Keep LDWF and AAC abreast of CITES enforcement issues that may impact Louisiana's alligator program and industry

9. Periodic progress reports must be submitted with each invoice and an annual report to summarize efforts, meetings, and outcomes and significance to the alligator industry must be submitted by June 1, 2011, 2012 and 2013.

Monitoring Plan:

LDWF staff and AAC will review all progress and final reports received from the contractors for accomplishment of objectives and general completeness. Contact with contractors will be made quarterly through e-mails, conferences, and telephone calls.

Measures of Performance:

- Review of annual trade study reports, compiled in cooperation with WCMC, with expanded section on alligator and crocodile meat trade.
- Submission of reports on pertinent national and international issues that may have an effect on Louisiana's alligator management program.
- Timely submission of progress reports.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a firm fixed price of \$_____ (\$_____ per year for three years.) Provided all terms and conditions of the contract are met and if reasonable satisfaction of the department and the Council are obtained, payment will be made with the receipt of an original invoice and reports approved by the Program Manager.

Contractor will be paid 45% upon receipt of the first written progress report annually after September 1st, 45% upon receipt of a second written progress report annually after January 1st (both reports indicating meetings attended, progress made, and significance to the alligator industry) and a final payment of 10% upon receipt of a final written report due April 1, 2011 for the first year, April 1, 2012 for the second year, and April 1, 2013 for the third and final year. Annual oral reports shall be given upon request of the AAC. The funding for this contract will be from the Louisiana Alligator Resource Fund within the Alligator Advisory Council budget.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose,

and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Amendments

This contract upon execution by both parties hereto can be amended only by a written instrument signed by both parties. No amendment will be valid until it has been executed by all parties and approved by the Director of OCR, Division of Administration.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state or department auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on (beginning date) and shall terminate on (ending date).

Notification of Personal Information Breach

Contractor agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the date element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this contract when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal

Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disability Act of 1990.

Validity

This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

It is the responsibility of the Contractor to advise the department in advance if contract funds or contract terms may be insufficient to complete the contract objectives.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

Contractor

State Signatures